



# BUCKLEY

## HUNT MILITARY COMMUNITY



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# Resident Guidelines

Dear Future Resident of Buckley Family Housing:

Welcome to Buckley Family Housing! We at Hunt are deeply honored and proud to have the privilege of serving you at home. We recognize how much you and your family sacrifices for our country. While you are protecting our way of life, we are dedicated to providing a better quality of life for your family.

We know quality of life depends not just on your home, but on your community and the services you receive. Our management team will strive to respond to your needs, providing you with such services as grass cutting in unfenced yards, leaf removal, and full-service maintenance, including 24-hour emergency maintenance and a 24-hour maintenance request line (720-844-0800). We will also provide opportunities for you to socialize with your neighbors by holding community events such as barbecues and movie nights and sponsoring existing installation events. In addition, we will make every effort to communicate with you about housing maintenance, events and policies through our quarterly newsletters, e-mails, and housing website, our e-mails will come from [Buckleyleasing@huntcompanies.com](mailto:Buckleyleasing@huntcompanies.com), be sure to add this to your e-mail contacts list to ensure you never miss an update.

These Resident Guidelines are an integral part of your Lease, providing more details and information about the community you have joined, our operations and services and your responsibilities as a Resident. Please review these Resident Guidelines thoroughly as it is designed to assist you while residing with us. Please feel free to provide comments and suggestions to make these Resident Guidelines as useful and informative as possible.

We care about the work you are doing on our behalf. We care about you! On behalf of Hunt, we are proud to serve those that serve our country and welcome you home.

Sincerely,

The Hunt Management Team at  
Buckley Family Housing

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# HOUSE RULES

## 1. Maintenance and Repair

Requests for routine maintenance should be submitted during normal office hours (Monday through Friday 0800-1700) by telephoning the Maintenance Line at 720-844-0800. Requests of an emergency nature can be made at any time (day or night, weekends or holidays) by telephoning 720-844-0800. There are three categories of service and the anticipated response time for each:

**Emergency:** Emergency service calls consist of correcting failures in service or facilities which endanger residents or property. Emergency calls will be responded to within thirty (30) minutes and completed as soon as possible, within twenty-four (24) hours.

**Urgent:** Urgent service calls consist of correcting failures in service or facilities which do not immediately endanger the residents or threaten damage to the property, but would soon inconvenience or threaten the health or well-being of the residents. Urgent calls will be responded to within twenty-four (24) hours and completed within forty-eight (48) working hours.

**Routine:** Routine calls will be responded to within two (2) days and completed within five (5) working days, parts pending.

## 2. Subletting

Residents are not permitted to sublet units.

## 3. Painting

Painting will be performed by Maintenance personnel. In the event you want to touch-up limited areas within your unit, contact the Management office for advice as to the proper color and brand. If painting is necessitated due to negligence (beyond normal wear-and-tear) you will be charged accordingly. Negligence includes writing on walls with magic markers, ink, or crayons, and/or any markings that require more than one coat of paint to cover.

## 4. Gardens

Private vegetable gardens are permitted in single family units with enclosed back yards only, and only with the prior approval of Management.

## 5. Wading Pools

Wading pools are allowed but cannot be left out over night or unattended except in enclosed back yards.

## 6. Hot Tubs\Whirlpools\Spas

Hot Tubs/ Whirlpools/Spas are not allowed under any circumstances.

## 7. Antennas

Satellite dishes and antennas will be permitted in accordance with size, safety, and aesthetic restrictions as defined by Management and only with the prior approval of Management, such approval not to be unreasonably withheld.

## 8. Appliances

Your unit comes equipped with an air conditioner, refrigerator, range, dishwasher, garbage disposal, water heater, and furnace. No privately owned appliance or equipment can be installed that will result in the capacity of the utilities system being exceeded. Permission to install privately

owned appliances must be obtained from Management in advance. Residents are responsible for the installation, maintenance, and removal of all privately owned appliances.

## **9. Storage Sheds**

Storage sheds are permitted so long as they are constructed in accordance with Management specifications as follows:

- a.** Storage sheds will be in back yards only. They will not exceed 50 feet from rear of the house with a minimum of 20 feet from rear.
- b.** Storage sheds must be secured to ground by anchoring with tie downs or some other means approved by the Management Office.
- c.** Foundation/base must be off the ground using runners. All wooden materials must be treated lumber to prevent termites. d. Storage sheds must not exceed 8' x 10' dimensions.

## **10. Alterations**

Physical or structural alterations are not permitted. Porches cannot be enclosed to include lattice work, etc.

## **11. Doghouses**

Doghouses are allowed provided they meet the following specifications.

- a.** Doghouses are allowed in fenced back yards only and must not exceed 50 feet from the rear of the house.
- b.** Foundation/base must be off the ground using treated runners.
- c.** Must be painted, preferably to match the trim of the house.
- d.** Must be constructed of treated lumber with gable roof.
- e.** Packing crates, boxes, etc. are not allowed to be used as doghouses.
- f.** Plastic doghouses are acceptable.

## **12. Playground Equipment**

Playground equipment such as toddler type plastic swing sets are permitted.

## **13. Petroleum Oil Lubricants (POL) Disposal**

POL will not be disposed of in trash containers, storm drains, sinks, commodes, or on the ground. You may not change the oil in your vehicle within the boundaries of Buckley AFB Family Housing.

## **14. Ceiling Fans**

Permission to install ceiling fans must be obtained in advance from Management and can only be installed at existing ceiling light (fan) junction boxes. No alterations to the unit will be allowed.

## **15. Yard Decorations**

Residents may install seasonal decorative items such as Christmas decorations, provided they are in "good taste" for display in a family community and do not cause any permanent structural damage to the Resident's dwelling. All holiday type decorations are allowed two weeks prior to the holiday, and must be removed within two weeks following the holiday.

## **16. Curfew for Juveniles**

The imposition of a community-wide curfew may be established if conditions warrant.

## **17. Family Childcare Homes**

Childcare in Buckley AFB Family Housing is permitted in licensed day care homes only. Any Resident interested in becoming a licensed day care provider must first obtain an application packet from the Family Childcare office which is located at 400 N. Beaver Creek St. Bldg. T 12, Mod 2, Buckley Air Force Base. For additional information on their home day care affiliate provider program, you may contact them at 720-847-9225. Once you become licensed through the State of Colorado you must register your status with the Buckley AFB Family Housing Management office.

## **18. Housekeeping and Policing of Grounds**

It is the responsibility of each resident to keep his/her individual unit in an appropriately clean and sanitary condition and to maintain his/her individual yard (if applicable) free of litter and trash.

- Removal of all snow on the driveways and parking areas in front of building is solely the Tenant's responsibility; All Tenants are responsible to remove the Snow from their Driveways. Snow must be removed from the Driveways and Sidewalks with-in a maximum of 24 hours from the time of Snowfall. Any resident, who fails to remove snow from their driveway and sidewalk in front of their home within 24 hours of snowfall, will be charged a fee of \$45 per hour for our contractor to remove the snow (one hour minimum).
- Keep garages, storage spaces, porches, steps, walks, yards, areas around garbage cans, and driveways clean and free of litter.
- Keep enclosed yards mowed, watered, and trimmed and private flower beds maintained. In the absence of automatic sprinkler systems, tenant is responsible for watering all lawn areas immediately surrounding his/her individual unit.
- Keep interior surfaces of windows and those exterior surfaces that are readily accessible clean.
- Keep floors cleaned, waxed, and polished.
- Keep stoves, refrigerators, exhaust fans, dishwashers, sinks, tubs, plumbing fixtures, and other household equipment clean. Keep light fixtures and Venetian blinds clean.

## **19. Resident Absences**

Residents are responsible for their individual units and grounds during periods of temporary absence. You should notify the Management and/or make arrangements with neighbors to periodically check your unit for fire hazards, broken water lines, and vandalism. All residents need to provide management with a point of contact in the case of an emergency when you will be absent from the unit for more than three (3) days. You could be responsible for damages resulting from your failure to properly notify us.

## **20. Water Heater and Utility Rooms or Closets**

Absolutely no items shall be stored in the furnace and/or water heater room due to fire hazards and fire codes. Furnace and water heater rooms will remain locked and controlled by Maintenance.

## **21. Liability for Damage or Loss**

Residents will be held liable for damages to the building structure or equipment resulting from acts of negligence or abuse by any family member, visitor, or guest.

## **22. Visitors**

Residents may not allow any other person to reside in their units for more than five (5) consecutive days or more than thirty (30) days during any 365-day period without the prior approval of the Management.

## **23. Lease Violations**

Lease violation notices will be issued by Management for such items as excessive noise, littered yards, illegal parking, unauthorized repair of vehicles, and driving on seeded areas. An accumulation of three (3) Lease violation notices could subject you to possible Lease termination proceedings.

## **24. Lockouts**

If you are locked out of your residence during normal working hours, you should report to the Management office located at 17300 East Keystone Blvd. If you are locked out after normal business hours, you should contact the emergency telephone number, 720-844-0800, for assistance. You will be charged for lock and/or key replacement in the event the damage was due to your negligence. In addition, a standard automatic \$25.00 lock out fee will be charged for after hour's lockouts, paid by Check or Money Order at time of re-entry.

## **25. Prohibited Conduct**

You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; or bringing hazardous materials into the community.

## **26. Other Recommendations**

- a. Cable T.V.: Cable TV (CATV) outlets are installed in each unit. This utility is optional and residents will have to contract individually with the provider for service.

## **MOVING OUT AND TERMINATION PROCEDURES**

1. Your Lease may be terminated by either you, the Resident, or Management under the following conditions:
  - a. At retirement or separation (including disciplinary separation), provided that you give the Landlord at least thirty (30) days written notice prior to the date that you intend to vacate the unit. Any requests for retention of quarters post retirement or separation must be provided to the Landlord in writing sixty (60) days prior to the effective date of retirement or separation with a copy of the retirement or separation orders, and will be considered on a case by case basis. If Resident is allowed to retain quarters after retirement or separation, rent due will change to market rent for the unit.



- k. Wall-to-wall carpeting must be cleaned by extraction or steam by professional Truck Mounted System. A receipt from the vendor must be shown.
  - l. Closets, including hangers, shelves, and walls will be wiped clean with a damp cloth.
  - m. All accessible windows must be washed inside as well as outside.
  - n. Venetian blinds must be cleaned and properly hung.
  - o. Yard areas around your unit must be policed and free of litter.
  - p. All approved antennas must be removed.
- 5. Final Inspection:** The Management will conduct the final inspection in the presence of the Resident(s) unless extenuating circumstances prevent the Resident from attending. In the event the Resident is unable to attend the inspection, he/she may have another military member stand in for him as a witness.
- a. All personal property must be out of the unit at the time of the final inspection.
  - b. The unit must be ready for occupancy. If maintenance is required for an item(s) that is not considered normal wear- and- tear, charges will be assessed.
  - c. Keys will be turned into Management.

Once the unit has been inspected and charges ascertained (if any), final move-out processing will take place in accordance with

Management procedures. Monies owed must be brought current prior to departure. A forwarding address must be obtained prior to the Resident's final departure so that all necessary documents can be properly forwarded.

## REFUSE COLLECTION

Each resident will be given one (1) ninety-six (96) gallon refuse container and one (1) ninety-six (96) gallon recycling container. Curbside refuse collection will be provided weekly with recycling provided bi-weekly. Residents will be provided written instructions regarding refuse placement and collection procedures upon occupancy and informed of the schedule for their area at the time of move-in. Each resident will be encouraged to adhere to the following instructions regarding refuse placement and collection procedures:

1. Wet refuse and kitchen waste should be securely wrapped prior to placement in the refuse container.
2. Place leaves and grass clippings in sealed plastic bags inside or outside the refuse containers.
3. Areas around refuse containers should be maintained in a high state of cleanliness at all times.
4. If applicable, refuse containers should be kept in your parking garage or in the rear of the individual unit and out of the public view unless or until another specific area is designated. Areas around refuse containers must be maintained in a high state of cleanliness at all times.
5. Residents will be held liable for containers that are damaged or lost due to resident negligence.

6. Residents will be encouraged to participate in the Buckley AFB Family Housing Recycle Program as an alternative to waste disposal. Materials typically accepted for recycling are cardboard, newspaper, white paper, colored paper, computer paper, computer tabulating cards, glass, plastic, and tin-aluminum cans.
7. Any boxes to large for you container must be broken down to lay flat and stacked beside your container on the day of pickup.

The Project Manager will provide details of the program at the time of move-in orientation.

## NEIGHBORHOOD COOPERATION

The Management of Buckley AFB Family Housing encourages all Residents to cooperate in making this community a safe and enjoyable place in which to live. Full support and consideration in the following areas are requested:

### 1. Noise Control\Quiet Hours

Excessive noise is a continuous complaint and one that is received regularly. Many Residents work night shifts and sleep during the day. Please be considerate:

- a. **Parties:** Many complaints can be avoided by informing your neighbors prior to having a party.
- b. **Excessive Stereo and Television Volume:** Do not assume that your neighbors enjoy the same type of music or television programs that you do. Please keep the volume down. If your neighbor complains that your music is too loud, it may be necessary for you to reduce the volume.
- c. **Car Alarms:** We understand that you may need alarm devices to protect your car against theft. We ask that when you have the "sensitivity" set, you take your neighbors into consideration. Car alarms should be set so that they are not triggered by the casual passerby, thunder, lightening, etc. Car alarms are a disturbance to all Residents.
- d. Creating excessive noise during times that are commonly accepted as "quiet" hours (2200-0600) could be used as a basis for a complaint of disturbing the peace and could result in termination of your Lease for repeated violations. Violations should be reported to the Management Office or to the Police.

### 2. Control of Children

- a. **Supervision:** Your children should be closely supervised at all times. Children under ten (10) years of age should not be left alone.
- b. **Playgrounds:** The streets and your neighbor's yards should not be used as a private playground. There are playgrounds in each housing area for you and your children to enjoy.

### 3. Parking

Residents should park in their garage, or driveway areas. Parking of recreational vehicles or utility trailers in the housing area is prohibited. Owners of motor vehicles are required by state law and military regulations to maintain liability insurance on their vehicle(s) at all times. To protect vehicles against theft and damage caused by vandalism, severe weather, or hit and run accidents,

owners should maintain comprehensive and collision coverage. Insurance coverage must meet or exceed Colorado State Law:

- a.** Vehicles will be parked in authorized parking areas only and will not be parked on any grassed area or fire lanes. This applies during all seasons.
- b.** On-street parking is NOT authorized. Vehicles will not impede the normal traffic flow or block fire or emergency lanes.
- c.** Repair of vehicles is limited to oil changes, tire rotation and general maintenance.
- d.** Inoperable, unregistered, or unlicensed vehicles parked in any housing area will be towed, at owner's expense.
- e.** Abandoned vehicles will be towed away with towing cost borne by the owner. An abandoned vehicle is defined as one that is inoperable, left unattended, or one that is unlicensed and/or unregistered.

#### **4. Recreational Vehicles**

Recreational vehicles are self-propelled or towed vehicles designed to be used for recreational rather than for transportation purposes.

- a.** Towed recreational vehicles, utility trailers, un-mounted truck camper bodies, self-propelled RV's, and boats will not be allowed to park Buckley Family Housing.
- b.** Recreational vehicles, boats, utility trailers, motor homes, towed vehicles, etc., will not be parked in the family housing areas except for 24-hour periods for loading and unloading.
- c.** Self propelled recreational vehicles that are used as a primary means of transportation may be parked in housing areas as long as there is space for the vehicle and it is indeed used. Vehicles observed in the housing areas that are not moved will be subject to citation.

## **PET POLICIES**

Residents are authorized to keep domestic pets only with the prior approval of management and must sign a Pet Agreement. Pets must be kept under control at all times; barking dogs must be controlled so as not to disturb neighbors. Maintaining pets at Buckley AFB Family Housing is a privilege, not a right, and is subject to regulation and policy as outlined by the Management to provide for the health and welfare of all individuals. Pet owners who violate these provisions are subject to the forced removal of their pets from the premises or termination of their Lease. Pet owner responsibilities are as set forth below:

- 1.** All dogs and cats must be registered at the management office within three (3) working days upon arrival at Buckley AFB Family Housing. Pet owners should bring vaccination certificates and records when reporting for animal registration. Aquarium fish, small caged rodents, and caged birds are exempt from registration requirements.
- 2.** Residents of family housing are limited to two canine or feline pets. Litters are to be included in this total at six months of age. In addition, hamsters, guinea pigs, turtles, tropical fish and other harmless pets may be kept. Birds such as parrots, parakeets, etc., may be kept if obtained from a licensed pet dealer or domestic U.S. source that complies with current regulations established

by the Department of the Interior for Fish and Wildlife. Birds of prey (eagles, falcons, hawks, etc.) and snakes are considered wild animals and will not be allowed. Farm type animals (livestock, chickens, ducks, and all animals not considered domestic pets) are not allowed. Other pets and animals not mentioned will require authorization per written request.

3. No exotic animals will be kept in family housing areas. Exotic animals are, generally, foreign or domestic wildlife or unusual wild or dangerous reptiles and birds. Examples of exotic animals are falcons, monkeys, raccoons, skunks, snakes, pot bellied pigs, and hybrid wolves.
4. **Breed prohibited:** American Pit Bull Terrier, American Bull Dog, Dogo Argentino, Tosa (Tosa Inu), American Staffordshire Terrier, Canary Dog (Presa Canario), Fila Brasileiro (Brazilian Mastiff), Staffordshire Bull Terrier, Cane Corso, Presa Mallorquin (Ca de Bou), Doberman Pinschers, and Rottweiler.
5. Any dog, which has a tendency to attack or molest persons or other animals, will be muzzled and kept on a hand leash when outdoors. Dogs that bite or chase people are considered a menace and should be reported to the management. Biting dogs that attack people or other animals or which are otherwise determined to be vicious will be removed from the premises.
6. It is the responsibility of the Management to ensure that pets are controlled in such a manner that they do not become a nuisance or menace. Excessive barking by dogs and their defecating or urinating on playgrounds and lawn areas within fifty (50) feet of any housing area are considered nuisances. Animal waste must be promptly removed by the owner of the pet(s). The management may apprehend any animal that is suspected of being a nuisance. Pet owners must ensure that animals do not become a nuisance to neighbors due to noise, property damage, odors, unsightliness, or infestation of quarters or other areas due to fleas.
7. All dogs being exercised outdoors within the Buckley Family Housing Community must be on a leash and accompanied by the owner or a member of the family old enough to control the pet. Pets observed running loose in housing areas will be picked up and impounded. Pet owners who have lost an animal should contact the management immediately to inquire about missing animals. When notified by management that an animal has been impounded, animal owners are required to claim their pet expeditiously. Stray animals should be reported to management immediately.
8. Pets, when outside, must be confined to the owner's premises by a cage, fenced patio or yard, or tether which is properly secured to a fixed object other than a tree or the exterior of the building. Tethers will not exceed a length that would allow the pet to roam beyond the border of the owner's yard or sidewalks. Any tether used, however, must be a minimum of ten (10) feet long. Dogs may not be left tied and unattended, and the resident must be outside with the dog while tethered. All means of restraint will conform to commonly accepted humane practices.
9. All dogs and cats must be vaccinated against rabies and receive the distemper combination vaccine upon reaching three months of age and then annually thereafter. All dogs and cats maintained within the community are required to wear a current rabies vaccination tag. The rabies tag must be securely attached to the animal's collar and must be worn at all times. Distemper vaccinations are also required. Dogs must meet licensing and registration requirements of the respective local municipalities.
10. If you are bitten or scratched, contact the Management or proper medical facility immediately. An animal that has bitten or scratched someone will be examined at a clinic and placed in quarantine at home or at the clinic for a ten (10) day period. When the owner

of an animal that has been involved in a bite/scratch incident is contacted by Management or by clinic personnel, the owner is required to transport the animal expeditiously to the clinic for examination. Vicious animals or those that have bitten or attempted to bite people will be removed from the property by the Resident or Management. Two or more sustained formal complaints about a pet or pets, either for viciousness or nuisance, may be grounds for ordering the pet(s) involved to be removed from the property.

- 11.** Animal owners are required to provide adequate food, water, and shelter at all times. Physical abuse of animals is prohibited. Management may apprehend any animal that is suspected of being neglected or abused. Suspected cases of neglect/abuse should be reported to Management.
- 12.** The commercial breeding of pets and kennel type operations are prohibited.
- 13.** After moving into housing and then deciding to obtain a new or additional pet, you are required to submit a written request to management for approval prior to obtaining the pet.
- 14.** Additionally if there pets in the home there will be a charge for a pet treatment and for any damage due to stains or lack of proper care, regardless to the length of residency.

If a resident observes any violations stated above please contact the Base Police.

## ENERGY MANAGEMENT

Energy conservation at Buckley AFB Family Housing is encouraged. Each Resident is responsible for practicing conservation and avoiding waste. The biggest energy users are (1) air conditioning, (2) water heating, (3) appliances, and (4) lighting. We ask that you adhere to the following recommendations (without sacrificing comfort):

### 1. Heating

Set thermostats at 55-60 degrees at night and 65-70 degrees during the day. If your unit will be vacant for an extended period of time, turn thermostats back to the lowest setting (but not lower than 50 degrees) to prevent water lines from freezing. You should inform the Management office or a neighbor of your extended absence so that the unit can be checked, if necessary.

- a.** Windows and entry doors should be closed when the furnace is in operation. Never open a window in the room where the thermostat is located. Ensure outside doors are left open no longer than is necessary.
- b.** Storm windows and doors will be in place during heating season.
- c.** Report broken windows to Management immediately so that repairs can be made.
- d.** Keep blinds open during daylight hours. The sun will provide light and warmth. Close blinds at night to minimize drafts.
- e.** Close off unused rooms.
- f.** Supply registers and recirculation grills should not be covered or circulation of air will be inadequate. Keep register and grill faces clean and dust/lint free.
- g.** Keep garage doors closed.

- h.** Report missing or dirty filters to Management immediately so that a replacement filters can be installed.

## **2. Water**

Water is a limited and expensive resource. We ask that you adhere to the following recommendations:

- a.** When possible, take short showers instead of baths. Your unit is equipped with low-flow showerheads which use considerably less water per minute.
- b.** Use water sparingly when brushing your teeth, washing your dishes, or shaving.
- c.** Report leaking plumbing fixtures such as toilets, faucets, and water heaters immediately to the Management office so that repairs can be made. Your faucets will be equipped with aerators, and your toilets will be low volume.
- d.** Do not flush items such as sanitary napkins or disposable diapers down the toilet. Place them in the trash can.
- e.** Use cold water instead of hot water whenever possible.
- f.** Use dishwashers or washing machines only when they are full, and use cold water as much as possible. Dishes should be allowed to air dry. During times of extended absence, turn valves to washing machines off as supply hoses are prone to breakage.

## **3. Water Heaters**

Temperature settings should not exceed 120 degrees. When absent for extended periods, set the controls to vacation or the lowest possible setting.

## **4. Refrigerators**

If your refrigerator or freezer becomes inoperable or if the electricity is interrupted, you should remove perishable items and place them in an ice chest, etc., to prevent spoilage. Management is not responsible for spoilage that could have been prevented.

- a.** Open refrigerator door only as necessary. Leave space between food items in the refrigerator so that air can be allowed to circulate. Clean dust off the back, especially the coils, on a regular basis.
- b.** Check the gasket for air tightness by putting a dollar bill between the gasket and door. If the bill comes out easily, contact Management for repairs.

## **5. Air Conditioners**

Set thermostats at 75-80 degrees or as high as possible without sacrificing comfort during the day. Follow guidelines identified in paragraph 1, page 11, Heating.

## **6. Lighting**

Electric lights and appliances should be turned off when not needed:

- a.** Turn off televisions, stereos, radios, lights, and appliances when they are not needed or being used.
- b.** Turn off lights in unoccupied areas during daylight hours.
- c.** Match lighting levels to the intended purpose or use. Use high wattage bulbs only where people read or do close work. Keep lights and fixtures clean.

## 7. Cooking

- a. Use lowest possible cooking temperature. Do not preheat the oven for longer than necessary. Remember to thaw meats before cooking.
- b. Use pans of the correct size, and use tight fitting covers on pots and pans.
- c. Use smaller appliances instead of the oven whenever possible. Use pressure cookers for fast cooking.
- d. Remember to shut off the exhaust fan when not cooking.

# FIRE PREVENTION AND SAFETY

## 1. General

Within the community, be certain not to park in areas that are marked as Fire Lanes. You should have a home Fire Evacuation Plan with primary and alternate routes of escape in the event of a fire. Practice your plan as a family activity.

## 2. Gasoline Storage

The storage of gasoline or other flammable liquids is limited to three (3) gallons and is never to be stored inside of the house. Outside storage areas should be child proof. Storage of fuel must be in an approved UL type container; glass or open containers are not allowed.

- a. Never store flammable materials in the area of a hot water heater or furnace.
- b. Do not store flammable materials under stairwells.

## 3. Barbecue Grills

Barbecue grills should be operated by adults only. Grills must be kept away from building overhangs and porches and kept at least fifteen (15) feet from all combustible structures. After use, soak charcoal thoroughly in water before storing equipment or disposing of the used charcoal, etc. Always use an approved charcoal starter and never use gasoline to start any fire.

- a. All liquefied petroleum (LP) gas cylinders used to fuel outdoor gas barbecue grills must be stored outdoors at all times.
- b. Ensure charcoal is completely out upon completion of grilling, and clean all charcoal and ashes from grills before storing. Never burn charcoal indoors as it produces carbon monoxide gas.

## 4. Clothes Dryers

Check and clean dryer lint traps after each use, but make certain power is turned off first. Never put plastic articles in the dryer. Periodically remove the back and lift the top of the dryer cabinet to vacuum the dust accumulation from inside the cabinet.

## 5. Cooking

Never leave cooking unattended, especially when using grease or anything that produces grease. If a grease fire occurs, cover the pan with a tight lid, turn off the appliance, and call the Fire Department. Never use water! Do not attempt to move the pan. Control the fire with a Class B fire extinguisher or baking soda. Never use baking powder, flour, sugar, salt, dishwashing compound, or laundry detergent. When using electrical equipment (toasters, grills, deep fryers, etc.), maintain sufficient

clearance on sides, top, and bottom from combustible materials. Unplug appliances when not in use. Cords with broken insulation can start a fire; replace appliance cords as soon as they show wear or are damaged. Keep kitchen exhaust fans clean to prevent accumulation of grease.

## **6. Portable Heaters**

Open coil heaters are prohibited. Do not place portable heaters near combustible or flammable type materials.

Make certain that exits are not blocked with portable heaters.

## **7. Smoking**

Never smoke in bed. Use safety matches or a cigarette lighter and keep them out of the sight and reach of small children.

Empty ash trays in a noncombustible container and discard in the outdoor trash container after ashes are cold.

## **8. Power Tools**

Lawn mowers, edgers, etc, should not be refueled while the motor is running. Equipment should have sufficient time to cool down before refueling. Store power lawn mowers, motor bikes, etc., in a well-ventilated place.

## **9. Christmas Trees**

Put cut (organic) trees in a safe area of the room, away from any source of heat. Keep the tree in a container of water, sand, or moist earth and remove it as soon as possible after the holidays. Be sure artificial trees are fire resistant.

## **10. Natural Gas**

Furnaces, hot water heaters, and ranges are operated by natural gas. If you detect an odor from any of these sources, contact Management immediately. Improper installation or venting of appliances can result in the production of carbon monoxide, a deadly by-product of burning natural gas. It is the policy of Buckley AFB Family Housing to test each unit for carbon monoxide on an annual basis.

## **11. Smoke Detectors**

A smoke detector will, in most cases, provide sufficient warning of fire to allow occupants to exit the building. However, you should periodically check the detector to ensure that it is operating properly and, if not, you must notify Management immediately. Smoke detectors that have been disarmed will subject you to a Lease violation notice.

## **12. Extension Cords**

Eliminate extension cords whenever possible. An extension cord should never exceed ten feet in length, must be free of breaks and splices, and should not be secured by nails, staples, or run through walls, windows, doorways, or under rugs or pads. An extension cord must never be smaller in wire gauge than the appliance cord it is serving, and should never service more than one fixture or appliance.

### 13. Surge Protectors

The Management will not assume any responsibility for damage to appliances or equipment due to low voltage or power fluctuations. Residents are advised to use surge protectors to protect electronic equipment from damage caused by minor voltage fluctuations.

### 14. Firearms

Residents residing at Buckley AFB Family Housing may keep privately owned firearms and ammunition in locked cabinets in their homes, however they must be registered with the base. Individuals should not carry concealed weapons, firearms, or ammunition and will not take them into public places.

### 15. Motorcycles, etc.

Do not store any petroleum fueled vehicle or equipment inside your unit or on the patio (if applicable).

## ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

Protection of our environment is an essential goal. The following procedures will, if practiced by all Residents, contribute to the attainment of this goal:

### 1. Litter Control

Although the Management of Buckley AFB Family Housing will police grounds on a regular basis, it is incumbent upon each family member to dispose of trash and other unwanted items appropriately in the garbage cans provided. Individual family members should make certain that trash and debris that has blown into their yards are also properly disposed of. Individuals who do not maintain the areas immediately surrounding his/her individual unit will be issued a Lease violation notice. You can help keep the Buckley AFB Family Housing community clean, beautiful and litter free all year round by following the easy steps below:

- a. Use tightly covered trashcans. Bag and tie all garbage and trash bags. Don't leave them sitting out for pets, wild animals, or the wind to ravage. Place trash inside dumpsters and close doors to prevent blowing waste. By disposing of garbage in a sanitary manner, conflicts with coyotes, rodents, and other wildlife are reduced.
- b. Put a litterbag in your car, and use it! Don't pitch cans, cigarette butts, papers, bottles, or other trash out the window.
- c. Hold on to your litter until you reach a trash receptacle. Litter draws other litter, so make sure your home and work site are litter-free.
- d. Cover or tie down loads in trucks and trunks so that trash and debris doesn't blow or fall out.
- e. Coordinate clean up projects for your neighborhood.

### 2. Rubbish, trash, garbage, solid waste

These are all terms for waste that is discarded from home, offices, schools, and other locations every day. There are many things you can do to help eliminate the garbage glut.

#### **Reduce the amount of garbage you create:**

- a. Don't buy over-packaged goods.

- b.** Switch from disposable diapers to cloth diapers or a diaper service.
- c.** Buy products packaged in cardboard rather than plastic foam.
- d.** Use your own reusable bags. Ask for paper rather than plastic bags.
- e.** Use reusable tableware instead of disposable.
- f.** Avoid one-use consumer items like disposable razors, cigarette lighters, cameras and non-rechargeable batteries.
- g.** Buy non-perishable items in bulk. Purchase items such as milk or carbonated beverages in returnable containers.
- h.** Buy items made from recycled materials.
- i.** Use cloth rags and napkins rather than the disposable variety.
- j.** Be careful about buying plastic products labeled “biodegradable”. Many break down only in sunlight and some break down into toxic materials.
- k.** Look for other things you can do to reduce the amount of waste.

**Reuse everything you can.**

Reuse materials to squeeze more value from them and waste less. Disposable cleaning cloths, diapers, cameras, razors and other items are convenient but they don’t just “go away”. Think about things that you use every day that could be replaced with longer lasting, more durable materials. For example:

- a.** Choose returnable containers over recyclable ones.
- b.** Reuse plastic or glass containers for storage.
- c.** Substitute reusable sponges or cloths for disposable paper towels, napkins and tissues.
- d.** Save and reuse envelopes, boxes and packing materials you receive in the mail.
- e.** Reuse file folders by turning them inside out or sticking on a new label.
- f.** Reuse paper for writing out notes, shopping lists, and other memos.
- g.** Donate clothing to neighbors or institutions for reuse.
- h.** Share, borrow or rent items you don’t use very often (tools, lawn mowers).
- i.** Keep reusable coffee mugs at work and home for yourself and guests.

**3. Petroleum Oil Lubricants (POL) Disposal**

Did you know that one quart of motor oil, when completely dispersed, can contaminate as much as two million gallons of drinking water? Oil disposed of on the ground can be toxic to plants and animals. Antifreeze is extremely toxic to pets and wildlife and should never be disposed of on land or water.

- POL will not be disposed of in trash containers, sinks, storm drains or on the ground. Do-it-yourselfers should collect used motor oil and take it to a local service station or center that recycles it.

- No POL of any kind will be changed in any POV component within the housing area.
- Antifreeze will be disposed of properly, not flushed down the toilet. Do not dump down the sink, tub or storm drain because of the potential for contaminating food and drinking water.
- Report spills to the Management Office.

#### 4. Personally Owned Vehicle (POV) Washing

You are asked to limit POV washing at your unit to no more than once per week. In order to conserve water, please do not allow water hoses to run continuously.

#### 5. Non-Toxic Alternatives

Many toxic and hazardous chemicals are used in homes throughout the United States for various household chores and pest control. We encourage family housing Residents to read the labels on cleaning solutions, paints, and other household items so that you know what types of chemicals you are purchasing and how to dispose of any excess material. Traditional cleansers based on natural products will usually clean just as effectively as harmful, fast-acting chemicals. Some non-toxic alternatives to commonly used household items are as follows:

- Furniture and Floor Polish.** Use commercial products that contain lemon oil and beeswax in a mineral oil base.
- Toilet Bowl Cleaner.** A strong solution of a natural acid, such as vinegar, will remove most lime scale without polluting water.
- Glass Cleaners.** First of all, do not wash windows when the sun is shining directly on them; the cleaning solution will dry too fast and streak. To cut dirt, mix 2 tablespoons of borax or baking soda in 3 cups of water and spray onto the glass using a pump sprayer; or, use a mixture of vinegar and water for window cleaning. If you use a “squeegee”, similar to the kind used in gas stations to clean windshields, your windows will not streak.
- Laundry Detergent.** Soak in cool water any particularly dirty items before you throw them into the washing machine to avoid using harsh chlorine bleaches that could pollute the water. For hand-washing, use a bar of soap and small amounts of baking soda dissolved in hot water. For washing machines, use phosphate-free powders.
- Drain Cleaners.** To keep your drains open, clean, and odor-free, never pour liquid grease down a drain, and always use the drain sieve. Once a week, mix 1 cup baking soda, 1 cup salt, and 1/4 cup cream of tartar. Pour 1/4 cup of this mixture into the drain followed by a pot of boiling water. Your drain should remain open and odor-free. In the event the drain becomes clogged, pour 1/4 cup baking soda, followed by 2 cup vinegar. Close the drain until the fizzing stops, and flush with boiling water. If you are unable to unstop a clogged drain, contact the Management Office at telephone number 929-8988.
- Air Fresheners.** Open the window or use an exhaust fan as a natural air freshener. Or, simmer a small amount of cinnamon, orange peel, and cloves on the stove or in a small ceramic saucer over a candle to give your home a pleasant fragrance. Fresh-cut flowers will also pleasantly scent your home. An open box of baking soda will help absorb odors in the refrigerator and sprinkling baking soda in the garbage can or a diaper pail will do the same. g. All-Purpose Cleaner.

### Try the following recipe for all-purpose cleaning:

1 gallon hot water \ 1/4 cup sudsy ammonia

1/4 cup vinegar \ 1 tablespoon baking soda

- h. Paint Remover.** Instead of paint remover, sand off old paint. (Wear goggles and a respirator).
- i. Paint.** Use latex paint rather than oil-based paint.
- j.** Use all of a substance before throwing away the container. Buy the size container you need for the job. Donate excess material, such as paint, to neighbors, churches, or others that might need it. Wear gloves, eye protection, or other safety equipment and use according to the package directions. Dispose of empty containers as indicated on the label.

## 6. Pest Control Service

Management will contract with a professional pest control service to treat each unit at Buckley AFB Family Housing, at turnover, or as infestation problems are evidenced in an effort to control cockroaches, clover mites, ants, earwigs, pill bugs, wasps, flies, ticks, fleas, silverfish, centipedes, spiders, termites, carpenter ants and bees, mice, and other such pests. However, it is the responsibility of each Resident to minimize potential problems by engaging in proper housekeeping habits. Pest control schedules will be published annually and distributed to each Resident. Additionally, Management will provide for the following:

- a.** Control of Pests around the Outside of buildings including those in trees, turf, and shrubs.
- b. Other Pests:** Problems involving wasps, bees, hornets, bats, houseflies, mosquitoes, snakes, black widow spiders, rodents (other than mice), ticks, lice, fleas, birds, wood destroying pests, and pests of stored food products should be reported to the Management.
- c. Domestic Animals:** Stray dogs and cats should be reported to the Management.
- d. Weeds in Lawn:** Weed control in lawns is the responsibility of Management.

### Residents of Buckley AFB Family Housing are expected to:

- a.** Maintain their units in a manner that will deny access, harborage, and sustenance to pests.
- b.** Ensure that windows and doors are screened and fit properly and notify Management when deficiencies are evidenced.
- c.** Ensure that holes or cracks that permit access are promptly reported and repaired.
- d.** Ensure that excessive clutter such as debris, weeds, dead leaves, pet droppings, trash, etc., is regularly removed.
- e.** Store food, especially starchy or fatty foods and pet foods, in pest proof containers.
- f.** Promptly clean up spilled food, crumbs, drink, or pet droppings.
- g.** Clean kitchens after each meal, especially in areas where grease accumulates (drains, vents, ovens, and stoves).
- h.** Wash and submerge dirty dishes in soapy water before retiring for the evening.

- i.** Empty garbage and cat litter box regularly.
- j.** Prevent unnecessary accumulation of soiled clothing, rags, corrugated paper boxes, newspaper, empty cans, empty bottles, and paper grocery bags in kitchen, baths, and laundry rooms.
- k.** Have leaks and dripping faucets repaired promptly.
- l.** Wipe or mop dry kitchen and bathroom surfaces before retiring.
- m.** Keep all pesticides out of the reach of children.
- n.** Cooperate fully with pest controllers in scheduling of treatments and preparation of areas to be treated.
- o.** Make a sincere effort to control minor infestations of nuisance pests before seeking Management assistance.
- p.** Refrain from using electronic “Bug Lights” (these are not authorized and are largely ineffective against harmful insects).
- q.** If your unit becomes infested, please notify Management immediately.
- r.** Absolutely nothing is to be stored in the closet out side you patio. This is for Furnace and Hot Water Heater only!
- s.** In addition to the regular service, all units will be inspected and treated prior to a change-of-occupancy.

As an occupant of Buckley AFB Family Housing, you have agreed to certain conditions for the privilege of occupying these units. Scheduling of pest control treatments is accomplished as follows:

- a.** Only Management can schedule units for service, and only those pest controllers authorized by Management will be allowed to provide treatment.
- b.** You will be given advance notice of the date your unit is scheduled for service. You must empty all kitchen and bathroom cabinets prior to the treatment and advise the pest controller of any particular or severe problems.
- c.** If your unit has been serviced but is still experiencing infestation problems, notify Management for a call-back treatment. It may be necessary to schedule an entire building for treatment depending on the severity of the problem.
- d.** Pesticides may be hazardous to infants under three weeks old, the aged, pregnant women, those with heart, liver or respiratory problems, people with allergies, or pets, tropical fish, and exotic birds. Please inform the pest controller of any such situations prior to treatment and he will advise you accordingly.
- e.** If you have a scheduling conflict, complaint, or any questions about the preparations for service call the Management Office.

## 7. OFF-ROAD VEHICLES

Do not drive vehicles off of established roads within the Buckley AFB Family Housing community:

- a. Thousands of dollars are spent each year on planting and maintaining grass, trees, and shrubs. Vegetation is particularly susceptible to damage when the ground is wet. Vehicles rip out the grass leaving unsightly ruts. Natural salts then creep into these damaged areas making it difficult for new vegetation to grow. Even if grass is sown it takes 2-3 years for a new planting to become established.
- b. Trees are precious and important for many reasons. Trees provide oxygen and absorb many pollutants. They can reduce cooling costs in the summer and heating costs in the winter because of the shade and wind protection they provide. Trees are important for wildlife, and they are things of natural beauty. Not only should you avoid running over trees, but driving close to them compacts the soil and thereby limits the amount of air that can get to the roots causing what little water we have to run off. Additionally, keep children from climbing on small or newly planted trees; the child's weight can break off branches on small trees.
- c. The loss of vegetation is not only unsightly, but it also contributes to wind and water erosion of soil. This puts dust in the air (and into your home) and dirt into storm drains (clogging them and preventing water from being carried away during times of rain or snow).

## 8. Lawn Care and Maintenance

Lawn mowing, edging, trimming, leaf raking, and fertilizing will be performed by Management. Residents wishing to perform their own lawn maintenance will be permitted to do so provided they maintain their individual yards in a manner that is in compliance with Management specifications.

- a. **Pruning and Dead Tree/Shrub Removal.** Tree and shrub pruning for housing areas is provided by Management.
- b. **Fertilizing.** Fertilizer is applied by Management.
- c. **Weed Control.** Weed control is performed by Management (enclosed yards excluded).

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This document continues on the following page.

## FREQUENTLY CALLED NUMBERS:

Ambulances (Emergency), from residential phone dial 911, from Cellular or any other phone dial 720-847-9117 or 720-847-9118.

Fire (Emergency) from residential phone dial 911, from Cellular or any other phone dial 720-847-9117 or 720-847-9118.

Base Exchange: Main Store 720-589-9626

Base Exchange: Service Station 720-859-0754

Base Exchange: Barber Shop 720-859-0933

Base Exchange: Beauty Shop 303-340-2644

Chaplain 720-847-4631

Child Development Center 720-847-6174

Commissary 720-847-7100

Dispensary (Military) 720-847-9355

Family Day Care 720-847-9225

### Utility Company

Xcel Energy 800-481-4700

Aurora Water 303-739-7388

Century Link Telephone 800-603-6000

Comcast Cable 720-490-5001

Information 720-847-9011

Honor Guard 720-847-6668

Human Resources Office 720 847-6775/9713

Military Pay 720-847-6416

Fitness & Sports 720 847-6679/4349

Community Center 720-847-6100

Lodging 720-847-9714

Youth Programs 720-847-6050

# DISPUTE RESOLUTION PROCESS



# **OWNER'S INFORMAL DISPUTE RESOLUTION PROCESS**

As a valued resident of our community, your concerns are very important to us. This is why a multistep dispute resolution process has been established to address Tenant concerns and any disputes relating to the Lease. The first step for resolving disputes is included in the Owner's two-part Informal Dispute Resolution Process below; and, if the Owner's two-part Informal Dispute Resolution Process does not resolve the dispute to your satisfaction, you have the right to elevate your concerns to the MHO and pursue the Government Dispute Resolution Process as set forth in the Universal Lease as incorporated into our Active Duty Tenants' current leases through HMC's Community Guidelines and Policies, which you will find copied below.

The Owner's two-part Informal Dispute Resolution Process is available to you so that your concerns are elevated to the appropriate HMC team members to ensure a thorough review of your concerns and a timely response. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following process:

- 1. Submit a complaint online using the Owner Approved Form:** To initiate the Owner's Informal Dispute Resolution Process, you must:
  - a.** Prepare and submit an online complaint using the Owner approved form for review by the Community Director. The form allows you to describe the complaint in detail, provide adequate supporting information and documentation (i.e., complete description of the issue, photos, invoices, estimates, etc.), and detail what specific steps we might be able to take to address your concerns. This form is available and must be submitted online at <https://riskconnecthunt.force.com/Dispute/s/>. Once your complaint is submitted, you will receive an email confirmation including your dispute resolution number. Should you lack the means by which to submit your complaint electronically, please contact your Community Director for further assistance. For all other questions, please contact your Community Director.
  - b.** Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.
  - c.** Allow your Community Director up to five business days from the receipt of your online complaint to fully evaluate your concerns and respond.
  - d.** You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Community Director has responded to your complaint.
- 2. If you are not satisfied with the Community Director's response to your complaint:** You may elevate your complaint to the Regional Director of Operations, by:
  - a.** Making a written request to your Community Director that your complaint be elevated to the Regional Director of Operations.
  - b.** You will receive an email from the Owner's Informal Dispute Resolution portal containing the Owner's approved Regional Level Request Form. Prepare and submit

the Regional Level Request Form online. Once your Regional Level Request Form is submitted online, you will receive an email confirmation. Please contact your Community Director with any questions.

- c. Cooperate with us on any additional reasonable requests to allow the Regional Director of Operations an opportunity to thoroughly investigate your complaint such that we may try to resolve it to your satisfaction.
- d. Allow the Regional Director of Operations up to ten business days from the receipt of your online request to review, evaluate and respond to your complaint.
- e. You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Regional Director of Operations has responded to your complaint.

**If you are not satisfied with the Regional Director of Operation's response to your complaint:** You may pursue Government Dispute Resolution pursuant to the Universal Lease, as further outlined below.

## **GOVERNMENT DISPUTE RESOLUTION PROCESS (EXCERPT)**

### **“SECTION 9 -- DISPUTES”**

If Tenant has a dispute with respect to Owner's performance of responsibilities under the Lease or attached schedules, Tenant shall first attempt to resolve it by bringing the request or concern to the attention of the Owner. If Tenant and Owner are unable to resolve such dispute to the reasonable satisfaction of either party, Tenant shall attempt to resolve such dispute through Informal Dispute Resolution Processes set forth by the MHO; as such, informal process is identified and described on the Community Specific Addendum. If Tenant has a dispute pertaining to the Premises that is not resolved using the informal resolution processes, and the dispute pertains to rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”), Tenant or Tenant's designated agent may submit the request or concern to the MHO for formal dispute resolution, in accordance with the Dispute Resolution Process set forth on Schedule 3. Tenant or Owner may seek legal advice or seek to resolve the dispute and pursue any remedy available by law in accordance with applicable law, except that Tenant and Owner shall not pursue such remedy available in law while a Formal Dispute Resolution Process under Schedule 3 is pending.

### **“SCHEDULE 3 — DISPUTE RESOLUTION PROCESS”**

#### **DISPUTE RESOLUTION PROCESS**

1. **Scope.** This Dispute Resolution Process (hereinafter, “Dispute Resolution Process”) allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”).

- 2. Eligibility.** Any military member, their spouse or other eligible individual who qualifies as a “tenant” as defined in Section 2871 of title 10 of the United States Code (hereinafter “Tenant” or “Tenants”) is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the Informal Dispute Resolution procedures as described in Section 9 of this Lease agreement, which includes utilizing the informal issue resolution procedures of the Military Housing Office (“MHO”) with responsibility over the subject housing unit (the “Premises”).
- 3. Dispute Processing.**

  - (a)** To initiate the Universal Lease Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, “Request Form for Dispute Resolution Process”), available from the MHO, and submit it to the MHO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant’s name, contact information, and military status; (ii) the Owner’s name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process (not to exceed 60 calendar days), pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.
  - (b)** Within two (2) business days after receiving a Request Form for Dispute Resolution Process, the MHO shall review the request and take the following action:

    - (i)** If the MHO determines the request is ineligible or incomplete, the MHO shall provide written notice to the Tenant, as further described below.
    - (ii)** If the MHO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the MHO in its reasonable discretion, the MHO shall notify the Tenant of receipt and simultaneously provide a copy of the request to the Owner and the Installation Commander responsible for the Premises.
    - (iii)** If the MHO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does not contain sufficient information, the MHO will provide a written notification to the Tenant explaining the reason(s) for the ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of MHO’s receipt of an administratively complete Request Form for Dispute Resolution Process..
  - (c)** The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.
- 4. Treatment of Rent Payments Pending Dispute Resolution.** If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner

during the Dispute Resolution Process (not to exceed 60 calendar days), on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the MHO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.

- 5. Owner and Tenant Obligations Pending Dispute Resolution.** The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding Authority in rendering a decision.
- 6. Inspection.** Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the MHO shall schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its designee may schedule a separate inspection, at which the Tenant or Tenant's representative shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in writing, if necessary, at the request of the MHO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute deemed ineligible for future consideration. Within three (3) business days of the MHO inspection, the MHO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.
- 7. Consideration of Recommendations.** Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:
  - (a)** The head of the MHO;
  - (b)** Representatives of the Owner for the subject Premises;
  - (c)** The Tenant of the subject Premises;
  - (d)** If the Eligible Housing Dispute involves maintenance or other facilities related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and
  - (e)** An independent Dispute Resolution investigator (the "Dispute Resolution Investigator") selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

- 8. Decision.** The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after MHO's receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the MHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.
- 9. Remedies.** The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:

  - (a)** Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;
  - (b)** Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
  - (c)** Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;
  - (d)** Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due to Owner or Tenant; or
  - (e)** Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent, the decision requires Owner to perform work at the Premises; such decision shall stipulate that the Tenant shall not interfere with Owner's ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

- 10. Availability of Assistance to Tenants.** While the Dispute Resolution Process does not require the use of legal services, military legal assistance attorneys may provide legal services in furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the MHO may provide the Tenant advice and assistance on the Dispute Resolution Process.
- 11. Relationship to Applicable Laws.** Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction over the housing unit or claim in accordance with applicable state and/or federal law. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.
- 12. Confidentiality and Use of Information in Subsequent Litigation.** By using the Dispute Resolution Process, the Parties agree and agree to cause their representatives to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

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# **EXHIBIT A — REQUEST FORM FOR FORMAL DISPUTE RESOLUTION PROCESS**

## **REQUEST FORM: GOVERNMENT FORMAL DISPUTE RESOLUTION**

**1. Tenant Name (Rank, Last, First):**

\_\_\_\_\_

**2. Premises Address (Street, City, State, Zip):**

\_\_\_\_\_

**3. Tenant Contact Information:**

**(a)** Phone # (Home/Cell): \_\_\_\_\_

**(b)** Email: \_\_\_\_\_

**4. Owner Company Name:** \_\_\_\_\_

**5. Owner Contact Information:**

**(a)** POC Name (Last, First): \_\_\_\_\_

**(b)** Phone # (Home/Cell): \_\_\_\_\_

**(c)** Email: \_\_\_\_\_

**6. Statement describing the dispute and prior efforts to resolve it (including supporting documentation):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Rent Segregation Request. Tenant hereby requests segregation of Tenant's future Rent payments as of the date set forth below.**

\_\_\_\_\_ Tenant requests full Rent segregation in the amount of \$ \_\_\_\_\_ per month, or

\_\_\_\_\_ Tenant requests partial Rent segregation in the amount of \$ \_\_\_\_\_ per month.

**8. Name and signature of Tenant confirming they have sought resolution through, and completed, the informal resolution process procedures set forth in Section 9 of the Lease agreement.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **(TO BE COMPLETED BY THE MHO)**

This is an administratively complete request eligible for Rent segregation in accordance with Lease Section 9 and Section 4 of Schedule 3 (Dispute Resolution Process). Owner is directed to segregate an amount equal to \$ \_\_\_\_\_ per month in a segregated account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors.

Name of MHO Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_